

MORTGAGE DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT, we, Jeffrey A. Johnson and Millicent A. Johnson, both of Brunswick, Maine,

In consideration of FIFTY THOUSAND DOLLARS (\$50,000.00),

Paid by Hyde School, a Maine non-profit corporation located at Bath, Maine, the receipt whereof we do hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Hyde School, its successors and assigns, forever, the following described premises:

SEE EXHIBIT A ATTACHED HERETO

Said premises are conveyed subject to mortgage deed of even date from the Grantors herein to Depositors Trust Company and recorded herewith in the Sagadahoc County Registry of Deeds.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Hyde School, its successors and assigns, to its and their use and behoof forever.

AND we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances; that we have good right to sell and convey the premises to the said Grantee to hold as aforesaid; and that we and our heirs and assigns shall and will WARRANT and DEFEND the same to the said Hyde School, its successors and assigns forever, against the claims and demands of all persons.

Said Grantors and said Grantee, for themselves, their heirs, successors and assigns, covenant and agree as follows:

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1. If all or any part of the granted premises or an interest therein is sold, transferred or encumbered by said Grantors without said Grantee's prior written consent, said Grantee may, at said Grantee's option, declare all the sums secured by this Deed to be immediately due and payable. Said Grantee shall have waived such option to accelerate if, prior to such sale or transfer, Grantee and the person to whom the premises is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to said Grantee and that the interest payable on the sums secured by this Deed shall be at such rate as said Grantee shall request. If said Grantee exercises such option to accelerate, said Grantee shall mail said Grantors notice of acceleration by certified mail in accordance with paragraph 3 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which said Grantors may pay the sums declared due. If said Grantors fail to pay such sums prior to the expiration of such period, said Grantee may, without further notice or demand on said Grantors, invoke any remedies permitted by applicable law.

2. Except as provided in paragraph 1 hereof, upon said Grantors' breach of any covenant or agreement of said Grantors in this Deed, including the covenants to pay when due any sums secured by this Deed, said Grantee prior to acceleration shall mail notice to said Grantors as provided in paragraph 3 hereof specifying a date, not less than thirty (30) days from the date the notice is mailed to said Grantors, by which such breach must be cured. If the breach is not cured on or before the date specified in the notice, said Grantee at said Grantee's option may declare all of the sums secured by this Deed to be immediately due and payable without further demand, and may invoke any of the remedies permitted by applicable law.

3. Except for any notice required under applicable law to be given in another manner, (a) any notice to said Grantors provided for in this Deed shall be given by mailing such notice by certified mail addressed to said Grantors at the address of the granted premises or at such other address as said Grantors may designate by notice to said Grantee as provided herein, and (b) any notice to said Grantee shall be given by certified mail, return receipt requested to said Grantee's address stated herein or to such other address as said Grantee may designate by notice to said Grantors as provided herein. Any notice provided for in this Deed shall be deemed to have been given to said Grantee or said Grantors when given in the manner designated herein.

PROVIDED, NEVERTHELESS, that if said Jeffrey A. Johnson and Millicent A. Johnson, their heirs and assigns, pay to the said Hyde School, its successors or assigns, the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), in accordance with the tenor of a certain promissory note given by said Jeffrey A. Johnson and Millicent A. Johnson to said Hyde School, and until such payment shall pay all taxes and assessments on the granted premises, to whomsoever laid or assessed, and shall promptly pay when due all indebtedness secured by a mortgage deed of even date given by said Jeffrey A. Johnson and Millicent A. Johnson to Depositors Trust Company and to be recorded herewith, and shall keep the buildings thereon insured against fire in a sum not less than FIFTY THOUSAND DOLLARS (\$50,000.00) for the benefit of said Grantee, and its executors and assigns, in such form and at such insurance offices as said Grantee shall approve, and shall not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenant herein contained, or contained in said mortgage deed given by said Jeffrey A. Johnson and Millicent A. Johnson to

Depositors Trust Company, then this Deed, as also said certain promissory note bearing even date with these presents given by said Jeffrey A. Johnson and Millicent A. Johnson to the said Hyde School, to pay the sum and interest at the time aforesaid, shall be void, otherwise shall remain in full force.

IN WITNESS WHEREOF, we the said Jeffrey A. Johnson and Millicent A. Johnson, being husband and wife, each joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above-described premises, have hereunto set our hands and seals this 23rd day of the month of March, 1981.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

[Signature]
[Signature]

Jeffrey A. Johnson by Millicent A. Johnson
Jeffrey A. Johnson
Millicent A. Johnson

STATE OF MAINE
SAGadahoc, SS.

March 23, 1981

Then personally appeared the above named ~~Jeffrey A.~~ Millicent A. Johnson and acknowledged the foregoing instrument to be ~~her~~ her free act and deed.

Before me,

[Signature]

Notary Public
Justice of the Peace
Attorney-at-Law

MY COMMISSION EXPIRES
OCTOBER 25, 1985



*** NOT A TRUE COPY ***

EXHIBIT A

a certain lot or parcel of land with the buildings thereon, situated in said Bath, County of Sagadahoc and State of Maine, known as Premises No. 200 High Street, and bounded and described as follows, to wit:

On the east by High Street; on the south by land formerly of William Ledyard, now Fitzgerald; on the west by land formerly of James McEllen, now by land of Thorndick and land of Bowland; and on the north by the land formerly of one Perry, now by land of said Bowland and land of Perry.

For course of title, reference may be had to a certain instrument from The Old Ladies Home to Old Folks Home, in Bath, dated November 12, 1973 and recorded in the Sagadahoc County Registry of Deeds in Bath 206 on Page 1116.

STATE OF MAINE
SAGADAHOC, SS Registry of Deeds
RECEIVED MAR 23 1981 1 11 45 P.M.
AND RECORDED FROM THE ORIGINAL
ATTEST: James W. Stevens
REGISTER